



ADMINISTRATIVE PROCEDURE

SECTION: 600 – Information Technology	PROCEDURE #: 605-A
TITLE: Acquisition of IT Solutions Procedure	IMPLEMENTS POLICY #: 605
SPONSORING DEPARTMENT/DIV: Department of Information Technology Services	
EFFECTIVE DATE: 09/26/2023	REVIEWED:

OBJECTIVE:

To establish procedures for the implementation of Policy 605 Acquisition of IT Solutions for technology requests for Washington County. This procedure document will outline the process for County Solution Sponsors to request new technology services in accordance with Information Technology Services as directed.

DEFINITIONS:

The following are terms commonly referenced in this Policy.

Technology:

“Hardware” means any element of a computer that is physical. This includes things like monitors, keyboards, and the insides of devices, like microchips and hard drives.

“Software” means anything that tells hardware what to do and how to do it, including computer programs and apps on your phone.

“Click-To-Agree” means terms and conditions that are “pass through” to users. These often violate Oregon public contracting law or are unacceptable to Washington County for other legal reasons. This may appear on downloads, invoices and payment processing, quotes, or sales orders.

“Services” any contracted services supporting new or existing technology.

“County Solution Sponsor” means a department or division representative (any individual requesting the solution) who will sponsor the cloud-hosted solution.

“Cloud Service Provider” means a company or entity providing the cloud service, usually in a subscription model.

“Amendment” means an addition or supplement to an existing contract.

“Contract” means an agreement, usually written, between parties, with binding legal and moral force; usually exchanging goods or services for money or other consideration.

“Contract Administration” means the management of all facets of a contract that must be taken to assure compliance by all parties. This includes monitoring service or goods, maintaining open communication, making prompt payment, monitoring budget requirements, and closing out the contract when completed.

“Contract Review” means the process in which every County contract is reviewed and approved as to form and process. The individual department administrator, County Counsel, Purchasing and the County Administrative Office perform the review. Upon completion of this review, either the County Administrator or their designee, or the Chair of the Board or their designee then executes the contract.

“Contractor” means an individual or firm who agrees to furnish goods or services to the County; may include a prime contractor and/or a subcontractor.

“Negotiation” means the bargaining process between two or more parties seeking to reach a mutually satisfactory agreement or settlement.

“Prime Contract” means the initial contract or price agreement solicited and awarded during a cooperative procurement by an administering contracting agency.

PROCEDURE:

In accordance with the following procedures, County Solution Sponsors must also adhere to County procurement and finance rules. This document outlines the steps to be taken by the County Solution Sponsor for requesting and finalizing new technology solutions.

1. County Solution Sponsor (CSS) submits a service request for any new technology solutions, or add-ons to existing technology solutions – regardless of total cost, prior to procuring said solution.
 - a. Exceptions: Technology hardware items generally purchased via the county’s office supply vendor, or similar organization – **and** – will NOT store county data - does not require Information Technology Services (ITS) input. Examples include, but are not limited to, mice, chargers, cables, etc.
2. ITS will review service requests within two-weeks of receiving the request and determine if the transaction:
 - a. Requires an assessment to evaluate the risk and security of the request, and/or
 - b. Should be purchased and monitored by ITS, and/or
 - c. Can proceed independently of ITS’ input for the transaction, and/or
 - d. Cannot move forward and is denied.

3. ITS will record the determination within the service request to the CSS.
4. CSS has the right to appeal ITS' denial as described under Procedure 605-B Appeal Process for Technology Denials.
5. Should ITS determine the transaction does not warrant an assessment to evaluate the risk and security of the request, or ITS' involvement in the transaction, the CSS can proceed as it sees fit and within existing County procurement and finance rules.
 - a. Consideration of Terms and Conditions:
 - i. CSS and their Contract Administrators are responsible for ensuring any and all terms and conditions; expressly listed or attached, hyperlinked to, or agreed upon by; signature, issuance of payment/purchase order/continued use, or click-to-agree upon download or re-install, are reviewed by County Counsel prior to renewal.
 1. It is up to the responsible CSS department to accept the risks associated with any redline from the County that was not accepted or modified by the vendor.
 2. Written acceptance of risks or modified/negotiated terms and conditions must be included with the contract's/renewal's supporting documentation.
 3. Inappropriate "Click-to-Agree" or acceptance of terms and conditions without prior Counsel review is expressly prohibited.
 - b. The CSS is responsible for all ongoing maintenance and monitoring of any contract that may arise from this transaction, including A/P renewal transactions.
 - c. The CSS is responsible for training users within the CSS department, troubleshooting, and ongoing maintenance of the solution.
6. Should ITS determine the transaction needs an assessment to evaluate the risk and security of a requested cloud service, ITS will notify as such and the CSS can follow the Cloud Service Policy and Procedures 606 and 606-A.
 - a. There may be instances where the transaction requires a cloud service review, but not ITS' involvement in the financial transaction and/or contract.
 - b. There may be instances where the transaction requires a cloud service review AND ITS' involvement in the financial transaction and/or contract.
7. Should ITS determine the transaction needs to be completed within ITS, a Divisional Manager and their team will be assigned the service request ticket for completion.
 - a. ITS Division will review the request, solicit quotes, etc. following County procurement rules, and if necessary, execute a negotiated contract.

- b. If the transaction requires a Non-Disclosure Agreement (NDA) be in place prior to negotiating terms, ITS will be responsible for completing this work effort – including negotiations and system processing for County signature.
- c. ITS will coordinate review of any and all terms and conditions associated with the transaction with County Counsel, and as necessary accept risks of redlines not considered by the vendor. If necessary, ITS will request the CSS to also accept the risks – in writing, and will include it with the contract's/renewal's supporting documentation.
- d. If the transaction requires Board of County Commission (BCC) approval per procurement rules, the CSS will be responsible for seeking approval via the standard agenda process prior to contract execution.
- e. Once the transaction is completed, ITS will “Close-out” the service request – notifying the CSS as such.
- f. Depending on the solution, ITS may provide training to end-users or determine that this responsibility will transfer to the CSS department.
- g. ITS will partner with the CSS to identify funding needs, determine where costs associated with the transaction will be expensed, and include the CSS in negotiations with the vendor as necessary.
- h. ITS will monitor and maintain the ongoing use of the technology solution, including process A/P renewal transactions in coordination with the CSS department.